REMARKS

This Amendment is in response to the final Office Action mailed on October 1, 2008. Claims 1 and 26 are amended editorially. No new matter is added. Claims 1-4, 8, 18 and 22-36 are pending.

Double Patenting Rejection:

Claims 1-4, 8, 18 and 22-36 are rejected for double patenting. The rejection begins by discussing the parameters of a non-statutory double patenting rejection. The rejection then discusses in point 1 that the claims 1-4, 8, 18 and 22-36 are rejected as being in conflict with claims 1-7 of co-pending Application No. 12/117,275. The rejection then notes in point 2 that claims 1-4, 8, 18 and 22-36 are rejected as claiming the same invention as that of claims 1-7 under §101 statutory type double patenting. However, in point 2 the rejection further classifies the rejection as a provisional obviousness type double patenting rejection. Applicant notes that Applicant's representatives Jim Larson and Amol Kavathekar spoke with Examiner Benjamin Fields on December 16, 2008 regarding this issue. The Examiner noted that the rejection is a non-statutory type double patenting rejection and the discussion of a §101 statutory type rejection is a typo.

With regards to the non-statutory double patenting rejection of claims 1-4, 8, 18 and 22-36, Applicant notes that co-pending Application No. 12/117,275 has yet to be examined and the final form of the claims in the present application and in Application No. 12/117,25 has yet to be determined. Accordingly, Applicant will withhold filing a Terminal Disclaimer until such time that the final form of the claims in the present application or in the co-pending application become clearer. Applicant does not concede the correctness of this rejection at this time.

Specification Objection:

The specification is objected to as stating that the present application is a continuation-in-part of a co-pending provisional application 60/429,951. The specification is amended to correctly state that the present application claims the benefit

9

of the U.S. Provisional Patent Application Serial No. 60/429,951. Withdrawal of this
objection is requested.

§103 Rejections:

     Claims 1-4, 8, 18 and 22-36 are rejected as being unpatentable over Lazerson (US
Patent No. 7,366,694) in view of Stanfield (US Publication No. 2008/0133278). This
rejection is traversed.

     Claim 1 is directed to a method of preserving an individual's access to credit by
means of a service organization that requires, inter alia, using one or more computer
processing units, on a periodic basis accessing dynamic credit information of the
individual from a credit reporting bureau and deriving debt data from the credit
information. Claim 1 also requires using one or more computer processing units, on a
periodic basis determining an amount necessary to provide debt payment coverage based
on the data derived from the credit information. Claim 1 further requires selecting a
specific insurance company to provide coverage for aggregated insurance benefits based
on the amount determined necessary to provide debt payment coverage at specific
aggregated insurance premiums.

     The combination of Lazerson and Stanfield does not teach or suggest these
features. The rejection interprets Lazerson as teaching on a periodic basis accessing
dynamic credit information of the individual from a credit reporting bureau and deriving
debt data from the credit information. Lazerson is directed to a credit/financing process
that allows a borrower to anonymously obtain and/or evaluate desired financial services
from different lenders (see the Abstract and column 2, line35-column 4, line 65 of
Lazerson). Lazerson teaches a process in which a potential borrower answers a series of
questions and provides credit and financial information, and then based on the borrower's
answers and financial information the process determines loan packages from different
lenders the borrower qualifies for so that the borrower can make an educated decision as
to what lender and which loan package to obtain.

     However, Lazerson only teaches receiving credit and financial information from
the borrower (see column 2, lines 50-51 of Lazerson). Also, Lazerson teaches obtaining
credit information from the borrower only once in order to determine which loans of a

specific type the borrower qualifies for and does not teach or suggest accessing credit information on a periodic basis. Accordingly, Lazerson cannot teach or suggest on a periodic basis accessing credit information of an individual from a credit reporting bureau and deriving debt data from the credit information, as required by claim 1.

Also, the rejection interprets Lazerson as teaching on a periodic basis determining an amount necessary to provide debt payment coverage based on the data derived from the credit information. While Lazerson teaches asking the borrower questions to determine what types of loans are the best to accomplish the borrower's goal (i.e. auto loan, mortgage loan, etc.) nowhere does Lazerson teach or suggest a loan for debt payment coverage. Moreover, nowhere does Lazerson contemplate determining the amount necessary to provide debt payment coverage. Accordingly, nowhere does Lazerson teach or suggest on a periodic basis determining an amount necessary to provide dept payment coverage based on the data derived from the credit information, as required by claim 1.

Further, the rejection interprets Stanfield as teaching selecting a specific insurance company to provide coverage for aggregated insurance benefits based on the amount determined necessary to provide debt payment coverage at specific aggregated insurance premiums. Stanfield is directed to a method and system of providing credit card insurance for multiple credit cards issued by different credit card issuers and a method of risk assessment and premium calculation for credit card insurance (see paragraph [0001].

However, Stanfield only teaches a method for determining the amount of risk an underwriter undertakes in issuing a credit card insurance policy covering credit cards issued by different issuers and determining various parameters of the insurance policy, e.g. the insurance premium and the insurance policy limits (see column 2, paragraph [0023] of Stanfield). Stanfield does not extend to teaching processes for selecting a specific insurance company to provide coverage for aggregated insurance benefits. Accordingly, Stanfield cannot teach or suggest selecting a specific insurance company to provide coverage for the aggregated insurance benefits based on the amount determined necessary to provide debt payment coverage at specific aggregated insurance premiums, as required by claim 1. For at least these reasons claim 1 is not suggested by the

combination of Lazerson and Stanfield and should be allowed. Claims 2-4, 8, 18 and 22-25 depend from claim 1 and should be allowed for at least the same reasons.

Claim 26 is directed to a computer program product for preserving an individual's access to credit via a service organization by means of a computer-readable medium having machine-coded instructions thereon such that when loaded the machine-coded instructions cause one or more computer processing devices to, inter alia, on a periodic basis, access dynamic credit information of the individual from a credit reporting bureau and deriving debt data from the credit information. Claim 26 also requires the one or more computer processing devices to on a periodic basis, determining an amount necessary to provide debt payment coverage based on the data derived from the credit information. Claim 26 further requires the one or more computer processing devices to select a specific insurance company to provide coverage for aggregated insurance benefits based on the amount determined necessary to provide debt payment coverage at specific aggregated insurance premiums.

The combination of Lazerson and Stanfield does not teach or suggest these features. As discussed above, with respect to claim 1, nowhere does Lazerson teach or suggest on a periodic basis accessing dynamic credit information of the individual from a credit reporting bureau and deriving debt data from the credit information, or on a periodic basis determining an amount necessary to provide debt payment coverage based on the data derived from the credit information. Also, nowhere does Stanfield teach or suggest selecting a specific insurance company to provide coverage for aggregated insurance benefits based on the amount determined necessary to provide debt payment coverage at specific aggregated insurance premiums.

Accordingly, the combination of Lazerson and Stanfield also cannot teach or suggest a computer program product for preserving an individual's access to credit via a service organization by means of a computer-readable medium having machine-coded instructions thereon such that when loaded the machine-coded instructions cause one or more computer processing devices to, inter alia, on a periodic basis, access dynamic credit information of the individual from a credit reporting bureau and deriving debt data from the credit information; on a periodic basis, determining an amount necessary to provide debt payment coverage based on the data derived from the credit information; or

12

select a specific insurance company to provide coverage for the aggregated insurance benefits based on the amount determined necessary to provide debt payment coverage at specific aggregated insurance premiums, as required by claim 26. For at least these reasons claim 26 is not suggested by the combination of Lazerson and Stanfield and should be allowed. Claims 25-34 depend from claim 26 and should be allowed for at least the same reasons.

Claim 35 is directed to a system for preserving an individual's access to credit that requires, among other features, a database component containing:

a) information related to one or more insurance companies that provide aggregated insurance benefits, and

b) information related to premiums that the one or more insurance companies charge for issuing aggregated insurance benefits.

The combination of Lazerson and Stanfield does not teach or suggest these features. The rejection attempts to correlate the grounds for rejection of claims 1 and 26 with the features of claim 35. However, nowhere does Lazerson or Stanfield teach or suggest a database component that contains information related to one or more insurance companies that provide aggregated insurance benefits and/or information related to premiums that the one or more insurance companies charge for issuing aggregated insurance benefits. For at least these reasons claim 35 is not suggested by the combination of Lazerson and Stanfield and should be allowed. Claim 36 depends from claim 35 and should be allowed for at least the same reasons.

Conclusion:

      Applicants respectfully assert that claims 1-4, 8, 18 and 22-36 are in condition for allowance. If a telephone conference would be helpful in resolving any issues concerning this communication, please contact Applicants' primary attorney-of record, James A. Larson (Reg. No. 40,443), at (612) 455-3805.

                                               Respectfully submitted,

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Dated: January 2, 2009   By: _____

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